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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

LI et al

Serial No. 09/493,258 /

Filed: 28 January 2000

For: INCREMENTAL INTERLACE INTERPOLATION FOR  
TEXTURE MORPHING



Atty. Ref.: 723-824

Group: 2772

Examiner:

\* \* \* \* \*

June 16, 2000

Assistant Commissioner for Patents  
Washington, DC 20231

RECEIVED  
JUN 19 2000  
TECH CENTER 2700

**SUBMISSION OF POWER OF ATTORNEY**

Sir:

Enclosed is an "Exclusive Substitute Power Of Attorney And Exclusive  
Prosecution Hereafter By Assignee Under 37 CFR §§ 1.36, 3.71 And 3.73" for the  
subject application.

Respectfully submitted,

**NIXON & VANDERHYE P.C.**

By: 

Robert W. Faris

Reg. No. 31,352

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

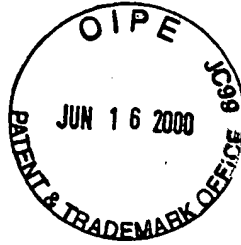
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**EXCLUSIVE SUBSTITUTE POWER OF ATTORNEY  
AND EXCLUSIVE PROSECUTION HEREAFTER BY  
ASSIGNEE UNDER 37 C.F.R. §§ 1.36, 3.71 AND 3.73**

The undersigned being the owner of all right, title and interest in the above-identified patent application, hereby revokes all previous powers of attorney in this case, if any, and hereby appoints Nixon & Vanderhye, P.C., 1100 North Glebe Rd., 8th Floor, Arlington, Virginia 22201-4714, telephone number (703) 816-4000, facsimile number (703) 816-4100, and the following attorneys thereof (of the same address) individually and collectively its attorneys to prosecute this application and to transact all business in the Patent and Trademark Office in connection therewith, and with the resulting patent: Arthur R. Crawford, 25327; Larry S. Nixon, 25640; Robert A. Vanderhye, 27076; James T. Hosmer, 30184; Robert W. Faris, 31352; Richard G. Besha, 22770; Mark E. Nusbaum, 32348; Michael J. Keenan, 32106; Bryan H. Davidson, 30251; Stanley C. Spooner, 27393; Leonard C. Mitchard, 29009; Duane M. Byers, 33363; Jeffry

H. Nelson, 30481; John R. Lastova, 33149; H. Warren Burnam, Jr. 29366; Thomas E. Byrne, 32205; Mary J. Wilson, 32955; J. Scott Davidson, 33489; Alan M. Kagen, 36178; Robert A. Molan, 29834; B. J. Sadoff, 36663; James D. Berquist, 34776; Updeep S. Gill, 37334; Michael J. Shea, 34725; Donald L. Jackson, 41090; Michelle N. Lester, 32331; Frank P. Presta, 19828; Joseph S. Presta, 35329; Joseph A. Rhoa, 37515.

I also authorize Nixon & Vanderhye to delete any attorney names/numbers no longer with the firm and to act and rely solely on instructions communicated from the person, attorney, firm or other organization sending instructions to Nixon & Vanderhye on behalf of the owner.

**Certificate Under 37 C.F.R. §3.73(b)**

I hereby certify that that Nintendo Co., Ltd. of 60 Fukuine Kamitakamatsu Cho, Higashiyama-Ku, Kyoto 605-8660, Japan is the assignee of the entire right, title and interest in the patent application identified above by virtue of the attached assignments.

I have reviewed the documents in the chain of title of the patent application identified above, and to the best of my knowledge and belief, title is in the aforesaid assignee for which I am empowered to act in this matter.

I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title

LI et al  
Serial No. 09/493,258

18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Nintendo Co., Ltd.

June 6, 2000

Date

By:

Name:

Akio Tsuji

Title:

Senior Managing Director

**ASSIGNMENT**

WHEREAS, Nintendo Software Technology Corporation (hereinafter ASSIGNOR), a corporation duly organized and existing under the laws of the State of Washington and doing business at 5001 150th Avenue N.E., Redmond, Washington, 98052, has been assigned all right, title and interest in a certain invention entitled INCREMENTAL INTERLACE INTERPOLATION FOR TEXTURE MORPHING for which a so-entitled patent application for Letters Patent of the United States was filed in the United States Patent and Trademark Office on 28 January 2000 under Serial No. 09/493,258;

AND WHEREAS, Nintendo Co., Ltd., (hereinafter ASSIGNEE), a corporation duly organized and existing under the laws of Japan and doing business at 60 Fukuine Kamitakamatsu Cho, Higashiyama-Ku, Kyoto, 605-8660 Japan, is desirous of acquiring all interest therein.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNOR by these presents hereby sells, assigns, and transfers unto the said ASSIGNEE, its successors, assigns, and legal representatives, the full and exclusive right to the said invention in the United States and all foreign countries, as described in the aforesaid application together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of

America adheres. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any Letters Patent for said invention to ASSIGNEE, for its interest as ASSIGNEE, for the sole use and behoof of ASSIGNEE, its successors, assigns, and legal representatives.

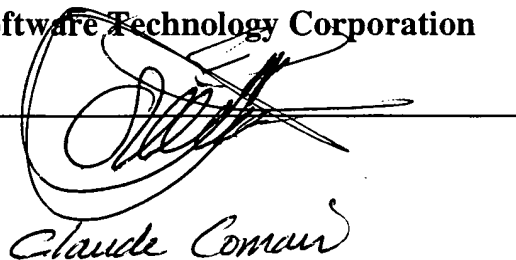
And, ASSIGNOR hereby agrees to execute any papers by ASSIGNEE, its successors, assigns, and legal representatives, deemed essential to ASSIGNEE's full protection and title in and to the invention hereby transferred and for maintaining any resulting patent concerning said invention.

I am authorized to execute this ASSIGNMENT on behalf of ASSIGNOR.

Executed this 15<sup>th</sup> day of May, 2000.

**Nintendo Software Technology Corporation**

By: \_\_\_\_\_

  
Claude Coman

ASSIGNMENT

WHEREAS Xin Li, Samir Abou-Samra, Robert Champagne, Claude Comair, Sun Tjen Fam, Prasanna Ghali, Jun Pan, (hereinafter ASSIGNORS) of 4008 258th Way SE, Issaquah, Washington 98029; 2677 West 35th Avenue, Vancouver, B.C., Canada V6N 2L9; 21707 NE 8th Street, Redmond, Washington 98053; 5275 Granville Street, Vancouver, B.C., Canada V6M 3B9; #1105-5183 Melbourne Street, Vancouver, B.C., Canada V5R 6E6; 1788 W. Georgia Street, Suite 101, Vancouver, B.C., Canada V6G 2V7; 16211 NE 12th, Bellevue, Washington 98008; respectively, have invented a certain improvement in INCREMENTAL INTERLACE INTERPOLATION FOR TEXTURE MORPHING for which a so-entitled patent application for Letters Patent of the United States was filed in the United States Patent and Trademark Office on 28 January 2000 under Attorney Docket 723-824 and given Serial No. 09/493,258;

WHEREAS, Nintendo Software Technology Corporation (hereinafter ASSIGNEE), a corporation of the State of Washington, having an office and place of business at 5001 150th Avenue N.W., Redmond, Washington 98052 is desirous of acquiring an interest therein;

NOW, THEREFORE, in consideration of ASSIGNORS' employment with ASSIGNEE and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNORS by these presents hereby sell, assign, and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, the full and exclusive right to the said invention in the United States and all foreign countries, as described in the aforesaid application and any regular patent applications to be filed that claim priority therefrom, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres;

ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue any Letters Patent for said invention to ASSIGNEE, for its interest as ASSIGNEE, for the sole use and behoof of ASSIGNEE, its successors, assigns, and legal representatives. It is understood and agreed that ASSIGNEE'S attorneys Nixon & Vanderhye P.C. have represented only ASSIGNEE and will continue to represent only ASSIGNEE with respect to this invention.

And, ASSIGNORS hereby agree to transfer a like interest upon request of said ASSIGNEE, its successors, assigns, and legal representatives, and without further remuneration, in and to any improvements, and applications for patents based thereon, growing out of or related to the said invention; and to execute any papers by ASSIGNEE, its successors, assigns, and legal representatives, deemed essential to ASSIGNEE'S full protection and title in and to the invention hereby transferred.

Agreeing, further upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for the filing and granting of regular and foreign applications and the perfecting of title thereto in ASSIGNEE.

AGREED and executed as noted below:

5/5/2000  
Date

Xin Li  
Xin Li

May 7/2000  
Date

Abou Samra Samir  
Samir Abou-Samra

MAY 5, 2000  
Date

Robert Champagne  
Robert Champagne

05/15/2000  
Date

Claude Comair  
Claude Comair

05/08/2000  
Date

Sun Tjen Fam  
Sun Tjen Fam



04/23/00

Date



Prasanna Ghali

05/09/2000

Date



Jun Pan